

BEFORE THE SECRETARY OF HUMAN RESOURCES  
OF THE STATE OF KANSAS

FACULTY ALLIANCE OF  
COLBY COMMUNITY COLLEGE,  
PETITIONER,

V.

COLBY COMMUNITY COLLEGE,  
RESPONDENT.

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CASE NO: 72-CAE-5-2002

**AGREED ORDER**

The Prohibited Practice Complaint requesting 24 hour disposition filed by the Faculty Alliance of Colby Community College is heard by Douglas A. Hager, Presiding Officer of the Labor Relations Section. The Petitioner, Faculty Alliance of Colby Community College (hereinafter "Alliance"), appears by its counsel, David M. Schauner. The Respondent, Board of Trustees of Colby Community College (hereinafter "College"), appears by its counsel, H. David Starkey.

ISSUE

Whether the College committed a prohibited practice in violation of K.S.A. 72-5430(b)(5) by issuing employment contracts to professional employees during impasse in professional negotiations that were inconsistent with the bargained agreement?

FINDINGS

1. Alliance is the duly recognized, exclusive representative of the professional employees of the College for the purpose of negotiating the terms and conditions of the professional employees' services.

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2. Parties engaged in professional negotiations for the 2001-2002 school year.
3. Professional negotiations between the parties progressed from impasse to mediation with no resolution.
4. During impasse, two professional employees requested additional compensation for their services.
5. In October 2001, the College president issued an employment contract for the 2001-2002 school year to a professional employee providing additional compensation that was inconsistent with the bargained agreement.
6. In December 2001, the College president issued an employment contract for the 2001-2002 school year to a professional employee providing additional compensation that was inconsistent with the bargained agreement.
7. In June 2001, at the request of a professional employee, the College president issued a supplemental contract to a professional employee for the amount of single premium health insurance for which the professional employee was not entitled under the terms of the negotiated agreement.
6. The contracts were issued without the knowledge, consent or approval of the College's Board of Trustees.
7. The College's Board of Trustees has taken and will continue to take such action deemed necessary.

ORDER

IT IS THEREFORE ADJUDGED AND DECREED:

That the Respondent, Colby Community College, committed a prohibited practice in violation of K.S.A. 72-5430(b)(5) by issuing individual employment contracts to professional employees during impasse.

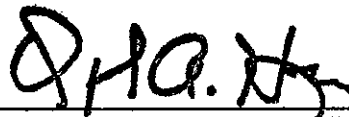
That the Respondent, Colby Community College, committed a prohibited practice by issuing a supplemental contract to a professional employee for payment of single premium health insurance for which the professional employee was not entitled under the negotiated agreement.

That the prohibited practices were committed without the knowledge, consent or approval of the Board of Trustees of the Respondent, Colby Community College.

That the Respondent, Colby Community College, shall negotiate in good faith with the representative of the professional employees.

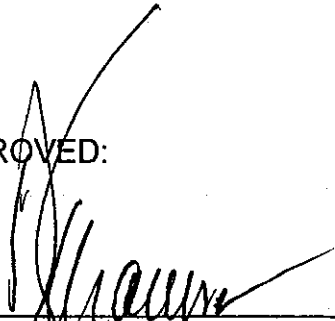
That the Respondent, Colby Community College, provide a copy of this order to all professional employees within ten (10) days after its receipt.

IT IS SO ORDERED, this 16<sup>th</sup> day of April, 2002.



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Douglas A. Hager, Presiding Officer  
Labor Relations Section  
Kansas Department of Human Resources  
1430 SW Topeka Blvd., 3rd Flr.  
Topeka, Kansas 66612-1853

APPROVED:



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David M. Schauner  
General Counsel, KNEA  
715 West 10th  
Topeka, Kansas 66612-1686  
Attorney for Petitioner



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H. David Starkey, #8686  
STARKEY & GATZ, L.L.P.  
P. O. Box 346  
Colby, Kansas 67701  
Attorney for Respondent

**CERTIFICATE OF MAILING**

I, Sharon L. Tunstall, Office Manager for the Labor Relations Section, of the Kansas Department of Human Resources, hereby certify that on the **16th** day of **April, 2002**, a true and correct copy of the above and foregoing Agreed Order was deposited in the U. S. Mail, first class, postage prepaid, addressed to:

David M. Schauner, General Counsel  
Kansas National Education Association  
715 W. 10th  
Topeka, KS 66612-1686  
***Attorney for Petitioner***

H. David Starkey, Attorney  
STARKEY & GATZ, L.L.P.  
P. O. Box 346  
Colby, KS 67701  
***Attorney for Respondent***

*Sharon L. Tunstall*

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